

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Seller warrants all appliances, electrical and plumbing fixtures to be in working order on possession

The Seller will notify the Buyer before the completion date of any notice of a resolution to amend the bylaws of the Strata Corporation, or the bylaws of a section to which the strata lot belongs, or any amendment to such bylaws, that the Seller has not previously disclosed to the Buyer. The Seller will promptly deliver a copy of the relevant resolution or notice of resolution to the Buyer.

Subject to the Buyer obtaining, at the Buyer's expense and being satisfied with a building inspection by a qualified building inspector/engineer on or before April 19, 2019 at 7pm. The Seller agrees to allow the Buyer and their Agents access to the property for the purpose of an inspection with 24 hours notice. This condition is for the sole benefit of the Buyer.

Subject to a new first mortgage being made available to the Buyer by April 19, 2019 at 7pm, in the amount of \$250000 at an interest rate not to exceed 3% per annum calculated semiannually, not in advance, with a 25 year amortization period, 5 year term and repayable in blended payments of approximately \$2000 per month including principal and interest (plus 1/12 of the annual taxes, if required by the mortgagee). This condition is for the sole purpose of the Buyer.

Subject to the Buyer approving on or before April 19, 2019 at 7pm:

- 1) A current information certificate (Form B)
- 2) A copy of the registered strata plan, any amendments to the strata plan and resolutions dealing with changes to common property ,
- 3) The current bylaws, rules, and financial statements of the Strata Corporation and any section to which the strata lot belongs and
- 4) The minutes of any meetings being held between the period from April 9, 2019, April 9, 2019 to April 19, 2019 by the Strata Council and by the members in Annual, Extraordinary or Special General Meetings and by Members or the Executive of any section to which the strata lot belongs.
- 5) A copy of any Engineering Report, if applicable.
- 6) Copy of the Property Condition Disclosure Statement dated April 2, 2019 which will form part of this contract.
- 7) Copy of the current Title Search. If this condition is waived or declared fulfilled, the attached copy of the title search result will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.
- 8) Strata Insurance Certificate
- 9) Copy of the current Depreciation Report.

Immediately upon acceptance of this offer or counter offer, the Seller will request, at the Sellers expense, complete copies of the documents listed above from the Strata Corporation and will immediately upon receipt and in any event no later than 2 days prior to subject removal date, noted above, deliver the documents to the buyer or the buyer's agent. This condition is for the sole benefit of the Buyer.

In the event that any of the above documents are not received by the Buyer in the timeline stated above, subject removal for this subject shall automatically be extended to 3 business days after receipt of the final outstanding document.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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INITIALS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Subject to the Buyer receiving and approving qualified Legal and Accounting advice on or before April 19, 2019 at 7pm. This condition is for the sole benefit of the Buyer.

The Buyer is aware that the monthly strata fees for the Strata Lot are \$123 that cover: Maintenance, gas, garbage pick up, hot water, recreation facility.

Parking stall # 101 is associated with the property and is designated under the following arrangement: Limited common property for the exclusive use of the subject strata unit.

The purchase price also includes storage locker is designated as: 101 designated as limited common property for the exclusive use of the subject unit

If a special levy is approved or proposed before the completion date, the Seller shall credit the Buyer with the portion of the Special Levy that the Buyer is obliged to pay under the Strata Property Act and the Seller hereby directs the Buyer's lawyer or notary public to hold back such credit from the sale proceeds and remit it to the Strata Corporation. Should there be any rebate of the levy assessed to the Seller than that rebate shall be forwarded to the Seller at his current address. It is the Sellers responsibility to keep the Buyer apprised of his current address.

The Seller(s) to deliver the property in a neat and clean condition with any debris or garbage removed from the property by possession day.

The purchase price is inclusive of GST (if applicable).

The Seller warrants the they have received all and any required permits from the Strata Council and the City of Vancouver for any and all alterations to the Strata Lot.

The Seller will supply the Buyer with a full copy of these permits 48 hours before final subject removal.

The Seller will allow the Buyer two visits with 24 hours notice between 9am and 5pm Monday to Saturday before the Completion Date.

The Seller will give legal notice to the Tenant to vacate the premise, but only if the Seller receives the appropriate written request from the Buyer to give such notice in accordance with the requirements of section 49 of the Residential Tenancy Act.

The purchaser of the property has been advised by Mike Stewart PREC to seek independent legal advice regarding the residency status of the seller through their lawyer and whether the seller of the property is a resident or non-resident of Canada as defined under the Income Tax Act (Canada).

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